

otherwise cause a court to apply the laws of any other state or jurisdiction. Any action, in law or in equity, concerning any alleged breach of or interpretation of this Contract, or concerning any tort in relation to this Contract or incidental to performance under this Contract, shall be filed only in the state or federal courts located in the state of Utah.

5. Patents and Intellectual Property: Contractor shall fully indemnify and, at the election of IPA, defend IPA, IPSC, and the Operating Agent against any and all liability, whatsoever, by reason of any alleged infringement of any intellectual property rights (including, but not limited to, patents, copyrights, trademarks, or trade secrets) on any article, process, method, or application used in any designs, plans, or specifications provided under this Contract, or by reason of Contractor's manner of performance under this Contract, or by reason of use by IPA, IPSC, or the Operating Agent of any article, process, or material specified by Contractor. This indemnification shall not apply to designs or materials furnished to Contractor by Purchaser.

Engineering drawings, documents, specifications, calculations, and data that Contractor prepares as part of the Work (collectively Drawings) shall be delivered to IPSC and become the property of IPSC at the conclusion of the Work. IPSC shall be entitled to use said Drawings and the information contained therein for the construction, operations, maintenance, repair and/or alternation of IPP facilities.

6. Contractor's Address and Legal Service: The address given in the Proposal shall be considered the legal address of Contractor and shall be changed only by advance written notice to IPSC. Contractor shall supply an address to which certified mail can be delivered. The delivery of any communication to Contractor personally, or delivery to such address, or the depositing in the United States Mail, registered or certified with postage prepaid addressed to Contractor at such address, shall constitute a legal service thereof.
7. Assignment of Contract Prohibited: Contractor shall not assign or otherwise attempt to dispose of this Contract, or any rights hereunder, or of any monies due or to become due hereunder, unless authorized by the prior written consent of the Chief Operations Officer. This Contract, and Contractor's rights hereunder (including rights of collection) are nonassignable without the Chief Operations Officer's prior written consent. No right or claim can be asserted against IPA, IPSC, or the Operating Agent, in law or equity, by any person, by reason of any assignment or disposition unless so authorized.

If Contractor, without such prior written consent, purports to assign or dispose of this Contract, or any right or interest hereunder, IPSC may at its option terminate this Contract. Such termination shall relieve and discharge IPA, IPSC, and the Operating Agent from any and all liability, duties, and obligations to Contractor, and to any assignee or transferee thereof.

8. Quality Assurance: IPSC has the right to subject any or all materials, services, equipment, or other Work furnished and delivered under this Contract to rigorous